



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE:

**WM-5**

December 2, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ACCEPT THE LOCAL GROUNDWATER ASSISTANCE GRANT FROM THE  
CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE  
SUN VALLEY PARK GROUNDWATER MONITORING PROGRAM  
SUPERVISORIAL DISTRICT 3  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Accept a grant in the amount of \$220,000 from the California Department of Water Resources to fund the construction of groundwater monitoring wells and the sampling and analyses of the groundwater and vadose zone.
2. Authorize the Interim Chief Engineer of the Flood Control District, or his designee, to conduct business with the California Department of Water Resources on any and all matters related to this grant, including executing a grant agreement substantially similar to the agreement presented in the enclosure, and signing any amendments and requests for reimbursement for and on behalf of the District.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 15, 2004, your Board awarded the construction of the Sun Valley Watershed - Sun Valley Park Drain and Infiltration System Project Synopsis 86; an innovative, multipurpose pilot project that will reduce flooding, improve water quality, and increase water supply by capturing the upstream stormwater runoff, treating it, and infiltrating it into the groundwater basin. This project is incorporated in the Board adopted Sun Valley Watershed Management Plan, which was developed in close coordination with a diverse stakeholder group consisting of jurisdictional, resource, and regulatory agencies, environmental groups, political representatives, and local residents.

As part of the pilot project, three groundwater monitoring wells and six vadose zone monitoring devices will be installed to monitor the project's impacts on local groundwater quality and quantity. The enclosed grant agreement provides \$220,000 to the District for reimbursement of expenditures that will be incurred for the construction of three groundwater monitoring wells and the sampling and analyses of the groundwater and vadose zone until May 2006.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility and fully supports the strategy to strengthen the County's fiscal capacity by actively seeking external funding sources.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund. The total cost for the construction of the groundwater monitoring wells and the sampling and analyses of the groundwater and vadose zone is approximately \$254,000. The grant from the California Department of Water Resources will reimburse the Flood Control District \$220,000 towards this work. The District will contribute approximately \$34,000. Sufficient funding is included in the Flood Control District's Fiscal Year 2004-05 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

Delegated authority to the Interim Chief Engineer of the District, or his designee, to act as an agent for the District when conducting business with the California Department of Water Resources on items related to this grant, will streamline the project delivery process. Your action will allow the grant agreement to be executed by the Interim Chief Engineer, or his designee, in his role as an agent for the District.

#### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act (CEQA) requires public agency decision makers to document and consider the environmental implications of their actions. On April 20, 2004, Synopsis 48, your Board found the overall project to be exempt under CEQA guidelines. This project is categorically exempt pursuant to Class 3 (Section 15303), Class 4 (Section 15304), and Class 6 (Section 15306) of CEQA. Also, a finding under CEQA is not required for the acceptance of this grant.

#### **CONTRACTING PROCESS**

Not applicable.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The grant will enable the District to construct three groundwater monitoring wells and perform vadose zone and groundwater monitoring to facilitate effective groundwater management. There will be no negative impact on current services.

The Honorable Board of Supervisors  
December 2, 2004  
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**CONCLUSION**

Upon approval, please return three approved copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Interim Director of Public Works

SN:sv

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Enc.

cc: Chief Administrative Office  
County Counsel

**STATE OF CALIFORNIA THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES**

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES AND  
COUNTY OF LOS ANGELES FLOOD CONTROL DISTRICT - 4600003687  
UNDER THE LOCAL GROUNDWATER MANAGEMENT ASSISTANCE ACT OF 2000**

THIS AGREEMENT is entered into on June 1, 2004, by and between the Department of Water Resources of the State of California, hereinafter called "State," and Los Angeles County Flood Control District hereinafter called "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide a grant from the Local Groundwater Assistance Fund to Grantee for the purpose of conducting groundwater studies or for carrying out groundwater monitoring and management activities in accordance with Grantee's groundwater management authority.
2. **GRANT AMOUNT.** The maximum amount payable under this Agreement shall not exceed \$220,000.00.
3. **TERM OF AGREEMENT.** The term of this Agreement begins on June 1, 2004, and terminates on May 1, 2006 or when all of the Parties' obligations under this Agreement have been fully satisfied, whichever occurs earlier.
4. **GRANTEE'S RESPONSIBILITIES.** Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan. Grantee shall comply with all of the terms and conditions of this Agreement and with Part 2.78 (commencing with Section 10795) of Division 6 of the California Water Code. Grantee agrees that review or approval of plans, specifications, bid documents, reports, or any other documents and project inspections by State are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict Grantee's responsibilities.
5. **PROJECT SCHEDULE.** Grantee shall diligently perform or cause to be performed all project work in accordance with Exhibit B, Project Schedule.
6. **METHOD OF PAYMENT.** Payment will be made no more than monthly, in arrears, upon receipt of an invoice in triplicate, bearing the Agreement number, by State's Project Manager at the address shown in Paragraph 9 of this Agreement. Invoices must include a description of the work completed and be accompanied by appropriate receipts and reports. All invoices must be submitted on or before the agreement termination date specified in Paragraph 3.
7. **GRANTEE COSTS.** The reasonable costs of the project are estimated to be \$253,674.00. Grantee agrees to fund the difference between the estimate of project cost in its grant application and the Grant Amount specified in Paragraph 2, if any. Grantee cost share is estimated to be \$33,674.00. Grantee shall provide State evidence that such funds have been expended prior to submittal of a request for State grant fund reimbursement.

8. **ELIGIBLE PROJECT COSTS.** Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Costs that are not eligible for reimbursement include but are not limited to:
- a. Costs incurred prior to execution of this Agreement;
  - b. Purchase of equipment not an integral part of the project;
  - c. Purchase of water supplies not an integral part of the project;
  - d. Establishing a reserve fund;
  - e. Replacement of existing funding sources for ongoing programs;
  - f. Support of existing agency requirements and mandates;
  - g. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to execution of this Agreement; and
  - h. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible project costs.

9. **PROJECT MANAGERS.** The Project Manager for the State is Tracie Billington, Chief Conjunctive Management Branch, Special Projects Section. The Project Manager for the Grantee is Stacie Nakao, Senior Civil Engineering Assistant. Either party may change its Project Manager upon written notice to the other party.

**State's Project Manager:**

Tracie Billington, P.E.  
Department of Water Resources  
Division of Planning and Local Assistance  
Conjunctive Water Management Branch  
901 P Street, Room 213-A (for delivery in person or overnight delivery)  
P. O. Box 942836  
Sacramento, California 94236-0001  
Telephone: (916) 651-9226  
E-mail: [tracieb@water.ca.gov](mailto:tracieb@water.ca.gov)  
Fax: (916) 651-9292

**Grantee's Project Manager:**

Stacie Nakao  
County of Los Angeles Flood Control District  
P.O. Box 1460  
Alhambra, California 91802-1460  
Telephone: (626) 458-4343  
E-mail: [snakao@ladpw.org](mailto:snakao@ladpw.org)  
Fax: (626) 457-1526

10. **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given five (5) business days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the following addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the ones above.
11. **PROGRESS REPORTS.** Beginning January 14, 2005, Grantee shall submit to State quarterly progress reports on the status of the project. These reports shall include a description of project operations to date and their effectiveness, any data developed or information gained, any costs incurred, and any problems encountered or benefits achieved as a result of the work accomplished to date. The submittal of these reports is a requirement for initial and continued disbursement of funds. Report format is attached as Exhibit E, Quarterly Report Format.
12. **FINAL PROJECT REPORT.** Grantee shall prepare and submit to State, on completion of the Project, a Final Project Report, which shall include: 1) an Executive Summary; 2) a comparison between the planned schedule in the Agreement and actual timeline of completed task and explain the differences; and 3) a discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved. The Final Project Report shall also include all data collected pursuant to this grant, including, as applicable, but not limited to the following: well logs, borehole geophysical logs, well designs indicating screened intervals, cross sections, installed equipment, and as-built plans. The final Project Report shall also contain a detailed description and analysis of project results, and a summary of the costs incurred and disposition of funds disbursed. The Final Project Report shall be provided in hard copy and digital format prior to final payment of grant funds retained by State. Groundwater level data shall be submitted in accordance with Exhibit F, Data Submittal Requirements.
13. **INSPECTIONS.** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts and subcontracts entered into pursuant to this Agreement with State. State shall have the right to inspect the project site at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Agreement. During regular office hours, each of the parties shall have the right to inspect and to make copies of any books, records, or reports of the other party relating to this Agreement. Each of the parties shall maintain and shall make available at all times for such inspection accurate records of all of their costs, disbursements, and receipts with respect to their activities under this Agreement.
14. **PERFORMANCE EVALUATION.** Grantee's performance under this Agreement will be evaluated by State after completion.
15. **CERTIFICATION OF PLANS AND SPECIFICATIONS.** If required by State, Grantee shall submit final plans and specifications to State with a certification by a California Registered Civil Engineer verifying that they conform to the approved Project Work Plan in the attached Exhibit A.

16. **MAINTENANCE.** Grantee agrees to maintain and operate any property or facilities acquired, developed, rehabilitated, or restored with the grant funds provided pursuant to this Agreement for the useful life of the project. Grantee or its successors may, with the approval of State, transfer this responsibility to maintain and operate the property or facilities. Prior to abandonment or closure of any wells constructed pursuant to this Agreement, Grantee agrees to allow State the opportunity to continue monitoring of such wells. Grantee agrees that any well abandonment or closure of wells constructed, abandoned, or closed in connection with this Agreement shall be performed in compliance with applicable laws, including but not limited to, State and local well standards.
17. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations prior to disbursement of funds under this Agreement.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works.

18. **STANDARD PROVISIONS.** The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A	Project Work Plan
Exhibit B	Project Schedule
Exhibit C	Project Budget
Exhibit D	Standard Conditions
Exhibit E	Quarterly Report Format
Exhibit F	Data Submittal Requirements
Exhibit G	Grantee Resolution
Exhibit H	Travel and Per Diem Expenses

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

STATE OF CALIFORNIA DEPARTMENT OF  
WATER RESOURCES

COUNTY OF LOS ANGELES FLOOD  
CONTROL DISTRICT

\_\_\_\_\_  
Mark Cowin, Chief  
Division of Planning and Local Assistance

\_\_\_\_\_  
Donald L. Wolfe  
Interim Director of Public Works and CHIEF ENGINEER

Approved as to legal form and  
Sufficiency

\_\_\_\_\_  
Chief Counsel

## EXHIBIT A PROJECT WORK PLAN

### PURPOSE

Monitor the vadose zone and groundwater in the vicinity of the infiltration basins (pilot recharge project) to quantify any impacts of basin operations on the quality and levels of groundwater in the regional aquifer.

### OBJECTIVES

- Construct a total of three groundwater monitoring wells with pressure transducers and built-in data loggers, one upstream and two downstream of the recharge project.
- Obtain water quality information by regular monitoring of the proposed groundwater monitoring wells and vadose zone instrumentation.
- Determine the changes in groundwater levels associated with the recharge from the pilot project.
- Analyze the information obtained from the monitoring program to determine system maintenance necessities, surface water quality treatment effectiveness, recharge quantities, and the overall success of the pilot project.
- Disseminate the information to Project Partners and stakeholders, including, but not limiting to, the Upper Los Angeles River Area (ULARA) Watermaster, the City of Los Angeles Department of Water and Power, and the City of Los Angeles Bureau of Sanitation for effective management of the San Fernando Basin (SFB).
- Utilize the information obtained to implement similar recharge projects throughout the SFB and other basins for increased reliability on the local groundwater supplies and decreased reliability on imported water.

### SCOPE OF WORK

The design plans, specifications, monitoring programs, and other related documents for the construction of the Sun Valley Groundwater Monitoring Program will be completed by February 2004, including review and approval of these documents by project partners. The construction of the proposed Project will be ready to proceed within six months from the date funded. County will perform and/or accomplish the following Scope of Work for the proposal:

#### TASK 1 – CONSTRUCTION BID AND AWARD

The purpose of this task is to complete bid procedures and construction contractor selection for the project.

##### SUBTASK 1.1 – BID

- a) County will prepare the advertising package and necessary project information, including the following:
  - Four full-sized, signed copies of the plans
  - Notice of Inviting Bids
  - Engineer's Estimate

- General and Technical Specifications
  - Advertising Clearance Form
  - Governmental Accounting Standards Board (GASB 34) Fact Sheet (federal requirement to track assets)
- b) County will prepare and file the Advertise Board Letter to obtain approval by the County of Los Angeles Board of Supervisors to solicit advertisement for the approved construction bid documents. The Board Letter will include Project-related information regarding the jurisdictional agency approvals for the construction documents, estimated cost of the Project, construction cost range, Project schedule, bid advertisement documents, and the financing and fiscal impacts.
- c) County will manage bid period activities, including opening bids in accordance to the bid advertisement schedule. County will advertise the Project and provide bid packages to prospective bidders. If necessary, County will conduct a pre-bid conference to review the Project design, requirements, schedule, and issues that need clarification in the bid documents.

**DELIVERABLES:** Advertising package, completed Advertising Clearance Form, completed GASB 34 Fact Sheet, an adopted Advertise Board Letter, and bid opening.

**SUBTASK 1.2 - AWARD**

- a) County will process and evaluate bids in accordance with contract requirements and identify the lowest responsive/responsible bidder. The bidder's safety records, licensing, and bonding information will be confirmed during the evaluation process.
- b) County will prepare and file the Contract Award Board Letter for the adoption by the Board to award the construction contract.

**DELIVERABLES:** A Contract Award Board Letter and the selection of the construction contractor for the project.

**SUBTASK 1.3 - CONTRACT**

- a) Upon award of the construction contract, County will execute a construction agreement with the successful bidder in accordance with the contract requirements.
- b) County will prepare and issue the Notice to Proceed.

**Deliverables:** Executed construction agreement and Notice to Proceed.

**TASK 2 - CONSTRUCTION OF GROUNDWATER MONITORING WELLS**

This task relates to the physical construction of the groundwater monitoring wells and related instrumentation.

**SUBTASK 2.1 - MOVE-IN**

Contractor will prepare necessary submittals (i.e. shop drawings, schedules, and schedule of values) for County review and approval, and will mobilize materials and equipment for construction start.

**SUBTASK 2.2 - CONSTRUCTION**

Contractor constructs the groundwater monitoring wells in accordance with Project plans, specifications, and technical reports.

The Vadose Zone and Groundwater Monitoring Program Recommendations - Technical Memorandum

dated January 24, 2004, groundwater sampling and analyses are recommended upgradient and downgradient of the park in the regional aquifer to quantify any impacts of basin operations on groundwater quality. The use of existing groundwater monitoring wells is precluded by their locations and existing operations. The installation of three new groundwater monitoring wells is recommended for the Project at the following locations:

- one groundwater monitoring well to be upgradient (north) of the infiltration basins on Burton Street to monitor background conditions in the area of the park; and
- two groundwater monitoring wells to be downgradient (south) and in proximity of the basins on Lorne Street to monitor the following: a) the quality of infiltrating water after it has percolated through approximately 300 feet of vadose zone, and b) potential changes in groundwater quality due to basin operations.

Proposed locations of upgradient (background) and downgradient groundwater monitoring wells are shown in Figure 4 of the Technical Memorandum. A minimum of three monitoring wells is needed to measure the groundwater flow direction and velocity. The groundwater flow direction in the vicinity of the Park has been inferred from regional data and the Watermaster's groundwater model. However, the specific groundwater flow direction, and the seasonal variations at that location are not definitively known. The proposed monitoring locations are expected to monitor the potential impacts to groundwater, even if variations in groundwater flow direction occur. The Watermaster's groundwater model indicates that seasonal variation in groundwater flow in that area is expected, primarily in response to seasonal changes in pumping in that part of the basin.

To effectively monitor potential impacts associated with the recharge project, groundwater should be sampled near the water table. However, groundwater levels seasonally fluctuate considerably in that area, primarily due to the proximity to large pumping centers. Also, the area has been experiencing a long-term declining trend in groundwater levels. Groundwater levels fluctuated nearly 60 feet in a nearby monitoring well (NH-VPB-09) over a 10-year period. These conditions make it a challenge in monitoring water table conditions without constructing monitoring wells with long screened intervals. Typically, constructing monitoring wells with long screened intervals are not desirable. However, this area is characterized as one unconfined aquifer without laterally continuous aquitards. Consequently, constructing a deep monitoring well with a long screened interval is not considered to pose a risk of cross contaminating the aquifer.

To cost-effectively address both the seasonal fluctuations and long-term downward trend in groundwater levels, monitoring wells with 80-foot-long screened intervals are proposed. A pressure transducer with an internal data logger will be installed in each monitoring well to measure changes in water levels. Groundwater level data will be used to determine when recharge has occurred (i.e., if a mound is present). This will be accomplished by comparing groundwater levels in the downgradient wells in proximity to the basins with the upgradient well, which is expected to be far enough from the basins to have minimal mounding from basin recharge. The pressure transducer/data loggers will have an internal non-volatile memory of 1 MB, which is enough memory to store water level measurements collected every 15 minutes for a period of over 6 years. The pressure transducer/data logger cable that extends to the well cap will connect directly to a laptop computer for data download at any time. The wells will also be equipped with a dedicated low-flow bladder pump for micro-purging and sampling. The pumps will be installed near the bottom of the screened interval. Prior to sampling, the pump will be raised to collect a sample within a couple feet of the water table. Because these pumps are lightweight, sampling personnel will be able to raise them easily by hand.

Groundwater levels are currently relatively low, but are expected to change depending on when the monitoring wells are installed. It will be important to construct the screened interval to allow sampling

near the water table. The Watermaster will be contacted just prior to well installation to discuss expected groundwater levels at that time, and the recommended screen placement. Portions of the screened interval will be installed above the water table. This will allow each well to be operable if the water table rises after the wells have been installed. The proposed well construction is shown in Figure 5 of the Technical Memorandum. Following drilling and logging of the borehole, the actual well construction will be finalized. The well boring logs, along with logs of the boreholes advanced during the installation of the Porous Suction Cup Samplers (PSCSs), will help characterize the vadose zone and aquifer in the vicinity of the Park.

The three wells constructed as proposed are expected to provide adequate groundwater monitoring over a significant operating life.

As noted above, low-flow bladder pumps will be installed in groundwater monitoring wells to facilitate regular collection of groundwater samples. Compressed nitrogen gas will be used to provide the bladder displacement.

Four-inch diameter, schedule 80 PVC well construction has been assumed to estimate installation costs. The final depths of monitoring wells and other details of well installation will be determined in the field.

#### Other Work Items

1. Perform traffic control according to traffic control plans during construction.
2. Provide site security (15 working days and 2 weekends estimated).

**DELIVERABLES:** Construction of the groundwater monitoring wells and related instrumentation in accordance with the plans and specifications and any County approved changes.

#### **SUBTASK 2.3 – PREPARE FINAL REPORT**

The inspector will complete and submit the final report and the project records within 10 calendar days from the date of field acceptance.

**DELIVERABLES:** The final report, including final accounting information, contract duration (statement of working days and notice of field acceptance), records dispositions (including as-built drawings and as-built payments), and certifications.

### **TASK 3 – CONSTRUCTION ADMINISTRATION**

The purpose of this task is to manage and direct all construction and construction support contracts, as well as activities required to deliver a quality project on schedule and within budget.

#### **SUBTASK 3.1 – TECHNICAL SERVICES**

This subtask will provide the necessary technical expertise to maintain the level of quality specified in the design and to meet delivery of the Project in accordance with the approved schedule.

- a) Make periodic visits to the Project (at a minimum, once a week) to determine the progress of the Project and its general compliance with construction documents. Attend meetings and prepare meeting minutes of such meetings.
- b) Prepare, for approval, necessary change orders to construction documents. Solicit and analyze price quotations received from the construction contractor for proposed change orders and determine the acceptability of same.

- c) Examine, approve, and certify each application for payment by the Contractor.
- d) Review and approve all submittals by the Contractor, including shop drawings, product data and samples for conformance with design concept and contract documents.
- e) Determine the acceptability of test reports, methods, materials, equipment, and systems.

#### **SUBTASK 3.2 – STATUS REPORTING**

County will provide complete and timely reporting of construction progress to DWR, along with County Administration, the Board, and Project Partners.

County will submit monthly updates on the Project, including cost and schedule to DWR. The reports will include actual status, as well as projected changes on all key management elements.

**DELIVERABLES:** Monthly reports on the construction progress and status.

#### **SUBTASK 3.3 – CONSTRUCTION INSPECTION**

County will perform Construction Inspection to ensure that the constructed facility meets all applicable building codes and are of the quality specified in the design. County will also maintain construction inspection records, including daily logs of activities, contractor resources, equipment, weather, photographs, etc.

**DELIVERABLES:** Daily inspection reports submitted on a weekly basis.

#### **SUBTASK 3.4 – PROJECT CONTROLS**

County will provide the necessary project controls to successfully and cost-effectively execute the project construction. These project controls include document control, cost control, schedule control, and change control.

- a) **Document control**  
File and track the Project to assure issues are resolved in an efficient and verifiable fashion. Establish a detailed filing system, which will provide an audit trail for use as needed.
- b) **Cost Control**  
Maintain the Total Project Cost Estimate (TPCE) and track actual expenditures as well as projected remaining costs via an accounting system. Compare costs in the TPCE, both actual and projected, against the corresponding categories in the Project budget.
- c) **Schedule Control**  
Proactively analyze the work to be accomplished during construction, and the sequence in which that work will be executed.
- d) **Change Control**  
Systematically evaluate requested changes to the project and implement those changes deemed necessary. This includes both scope and non-scope changes.

**DELIVERABLES:** Documented filing and tracking of the construction phase.

#### **SUBTASK 3.5 – PROJECT CLOSE-OUT ACTIVITIES**

- a) County will perform administrative actions that systematically document the construction completion process. This includes clearing of "punch list" items (list of repairs necessary),

training of the necessary parties on system operations and maintenance, project acceptance, release of retained monies to the contractor, and preparation of record drawings. Instructions on Warranty matters will also be provided to the necessary parties.

- b) County will prepare and file the Construction Acceptance Board Letter for the adoption by the County of Los Angeles Board of Supervisors to accept the constructed project.
- c) County will prepare final accounting documents.

**DELIVERABLES:** Adopt construction Acceptance Board Letter

#### **TASK 4 – GROUNDWATER AND VADOSE ZONE MONITORING**

The County will perform the following subtasks:

##### **SUBTASK 4.1 – COLLECT DATA**

As indicated in the Technical Memorandum, recommended vadose zone sampling for the first two years of operation consist of the following: 1) after significant rainfall events (i.e., greater than 0.75 inches of precipitation over a 24-hour period), 2) at regular intervals, specifically early March following the winter rainy season, and 3) during September following monsoonal rainfall events. Depending on the soil moisture prior to a recharge event, it is expected to take anywhere from 2 hours to 2 days for recharged water to reach the PSCS's, based on the results of the infiltration test conducted by LACDPW (Appendix E-2). The shorter travel time occurs when the soils are relatively dry and the wetting front moves rapidly. The slower travel time occurs when the soils are saturated. Thus, vadose zone sampling should be conducted one to two days following a significant rainfall event, one day if there has not been any recent rainfall, and two days if there has been recent rainfall.

With a 300-foot vadose zone, infiltrating water from a single rainfall event will not reach the water table. However, if there is enough residual moisture in the vadose zone from previous rainfall events, groundwater recharge may be observed shortly after a storm. The pressure transducers/data loggers will provide data on how long after a significant rainfall event groundwater recharge is observed. The time will vary depending on the residual moisture in the vadose zone. Thus, groundwater recharge may not be observed following a rainfall event, which is preceded by a prolonged dry period. Conversely, groundwater recharge may be observed soon if there has been a prior wet period. Regardless, sampling will be conducted when groundwater recharge is observed. In addition to sampling following significant rainfall events, and when groundwater recharge is observed, semi-annual groundwater monitoring is proposed in March and September, coincident with the semiannual vadose zone monitoring.

Micro-purging will be used to collect groundwater samples following the stabilization of field-measured groundwater pH, temperature, and electrical conductivity.

**DELIVERABLES:** One semi-annual sampling event, 4 sampling events following significant rainfall events (total of 6 sampling events per year, but only five events within the grant timeline)

##### **SUBTASK 4.2 – ANALYZE COLLECTED DATA**

As indicated in the Technical Memorandum, following the first two years of operations, monitoring data should be evaluated to determine if a reduction in the monitoring frequency is justified. Also, monitoring data should be evaluated to determine if additional groundwater monitoring wells may be required in the future due to significant changes in the regional aquifer from groundwater pumping and other activities. Although perched groundwater is not expected in that area, if encountered in all three monitoring wells, the wells will be completed in the perched zone; and, additional monitoring wells may be needed to

monitor the regional aquifer where the perched zone pinches out.

The stormwater source area includes residential and light industrial land use, and the park. There are a multitude of possible chemicals that could be present in the stormwater runoff. The recommended approach to sample analysis is to analyze for key indicator parameters (i.e., contaminants commonly associated with stormwater runoff and indicator compounds). If key indicator compounds are detected, then the list of analyses can be expanded. Conversely, if key indicator parameters are not found after at least two years of operation, some of the analyses can be eliminated. Another factor to consider in selecting analyses is the limited volume of water than can be collected from a PSCS. It is not practical to collect large volumes of water from a PSCS to support numerous laboratory analyses.

Samples collected from the PSCSs immediately following a significant storm event should be analyzed for the following constituents:

- total petroleum hydrocarbons (TPH) gasoline (EPA Method 8015 modified);
- TPH diesel (EPA Method 8015 modified); and
- dissolved metals (EPA Method 6020).

In addition, the vadose zone sample collected in March should be analyzed for the following:

- volatile organic compounds (VOCs) (EPA Method 524.2).
- nitrogen and phosphorous-containing pesticides (EPA Method 507)).
- chlorophenoxy herbicides (EPA Method 8151).
- nitrate and nitrite (EPA Method 300.0).

The most commonly used pesticides and herbicides are included in the analyses listed above. The analytes included in the proposed analyses are listed in Table 3 within the Technical Memorandum. The analytical methods listed above will achieve quantitation limits below regulatory limits (e.g., Maximum Contaminant Levels, Action Levels).

Vadose zone samples will be composited, as the PSCSs are not capable of quickly collecting large volumes of water. Even with compositing, it may not be practical to collect enough water from the PSCSs to conduct all of the analyses listed above. For example, to conduct the analyses listed above, the laboratory may request a total of nearly 6.5 liters of water. Vadose zone samples will be analyzed for as many of the parameters listed above as possible. There should be no such limitation when collecting groundwater samples.

The groundwater samples should be analyzed for all of the constituents listed above. At the time of groundwater sample collection, field measurements of pH, temperature, and electrical conductivity will be performed, in addition to laboratory analyses.

Groundwater sampling and analyses for the Project assumes 2 semi-annual sampling events, 4 sampling events following significant rainfall events (total of 6 sampling events per year), and two semi-annual monitoring reports.

**DELIVERABLES:** Semi-Annual Monitoring Reports, documenting sampling activities and analyses (one report within the duration of the grant timeline).

## **TASK 5 – PERFORMANCE MEASUREMENTS**

The purpose of this task is the ensure project performance.

#### **SUBTASK 5.1 – MAINTENANCE**

With proper construction, little maintenance of the monitoring wells is expected. The following are the expected maintenance activities to be performed by the County:

- a) Annual removal of the pressure transducers/data loggers to replace the batteries and recalibrate the pressure transducer.
- b) Periodic redevelopment, as necessary, if significant bacterial growth in the well is discovered.

If additional maintenance is required, the wells will be further evaluated by the County and Project stakeholders to determine the cause of lower than expected performance, and adjustments will then be implemented to assure proper performance.

**DELIVERABLES:** Proper maintenance of the monitoring wells and possible periodic redevelopment. Maintenance Activity Reports.

#### **SUBTASK 5.2 – QUALITY ASSURANCE, QUALITY CONTROL**

County will perform the necessary quality assurance/quality control (QA/QC) to assure completeness, to help identify and minimize potential sources of introduced error in the sampling and analysis process, and to assure that reported results meet data quality objectives of accuracy, precision, sensitivity, and detection limits. This includes the following:

- a) Consultation of construction techniques with the ULARA Watermaster, the City of L.A. Dept. of Water and Power (LADWP), and other relevant stakeholders (and of course implementing the County QA/QC policies)
- b) Extensive review of all produced documents by ULARA Watermaster, LADWP, City of L.A. Dept. of Public Works, City of L.A. Dept. of Recreation and Parks, TreePeople, SFB water users, and other relevant stakeholders.
- c) Ensuring the laboratory QA/QC by analyzing the results from the quality control samples (one field blank and one duplicate per sampling event) sent blind to the lab. This will monitor the performance of the lab

**DELIVERABLES:** Comments by stakeholders on reports submitted and quality control of laboratory results

### **TASK 6 – PUBLIC OUTREACH AND INFORMATION DISSEMINATION**

#### **SUBTASK 6.1 – PUBLIC OUTREACH**

County will continue to inform the general public, SFB water users, and other stakeholders of the progress of the proposed Project. This will be accomplished through the following actions:

- a) Continue to conduct regular stakeholder meetings, providing stakeholders with brief progress update reports
- b) Continually update the Project website
- c) Hold community meetings as necessary

- d) Present Project at science and engineering conferences
- e) Include Project information in interpretive signage at the Project site (park)
- f) Conduct media events

#### **SUBTASK 6.2 – INFORMATION DISSEMINATION**

The collected information and analyses will be distributed to all relevant stakeholders for extensive review and comment. This will ensure high quality of the monitoring program and provide the opportunity for program improvement.

Project partners and stakeholders will also be closely involved in the construction process of the project to attain necessary input. For example, the Watermaster will be contacted prior to well installation to discuss expected groundwater levels at that time, and the recommended screen placement.

The dissemination of the collected data will furthermore improve the coordination of maintenance activities of the related recharge pilot project, as the water quality and quantity measured will be a direct result of the effectiveness of the recharge project facilities. The information derived from the monitoring will allow for consensus of Project success and ultimately the large-scale implementation of similar urban stormwater recharge projects to increase the reliability of our local groundwater supply.

**DELIVERABLES:** Distribution of prepared Monitoring Report and, if requested, meeting minutes to stakeholders.

#### **TASK 7 – GRANT PROGRAM QUARTERLY AND FINAL REPORTS**

County will provide DWR with quarterly progress reports, including schedule updates, financial status, milestones reached, products completed, and general assessment of overall progress. Assuming the timeline for project funding from October 1, 2004 to May 1, 2006, the quarterly reports will be submitted on the following dates:

- January 6, 2005
- April 7, 2005
- July 7, 2005
- October 6, 2005
- January 5, 2006
- April 6, 2006

By May 1, 2006, County will also provide DWR with a Draft Final Report, summarizing the project implementation, achievements, product deliveries, and financial status. The report will be sent to the Contract Manager for review and comment. A Final Report, incorporating comments from the Contract Manager and others, will then be submitted to DWR.

County will also make a final summary presentation to DWR upon request.

**DELIVERABLES:** Quarterly progress reports and schedule updates between quarters. A Draft Final Report, a revised Final Report at the completion of Project; and a final summary presentation to DWR.

**CEQA COMPLIANCE:** The Sun Valley Park Multiuse Pilot Demonstration Project is considered Categorically Exempt under Class 3-15303, Class 4-15304, and Class 5-15306. A notice of exemption was filed with the County Clerk on May 30, 2003.

**EXHIBIT B**  
**PROJECT SCHEDULE**

SUN VALLEY PARK GROUNDWATER MONITORING PROGRAM									
Activity	Activity Description	Q/A Entry	Early Finish	Early Start	Early End	Early Start	Early End	Early Start	Early End
1	PROJECT 1.1. MONITORING	1	1	1	1	1	1	1	1
2	PROJECT 1.2. MONITORING	2	2	2	2	2	2	2	2
3	PROJECT 1.3. MONITORING	3	3	3	3	3	3	3	3
4	PROJECT 1.4. MONITORING	4	4	4	4	4	4	4	4
5	PROJECT 1.5. MONITORING	5	5	5	5	5	5	5	5
6	PROJECT 1.6. MONITORING	6	6	6	6	6	6	6	6
7	PROJECT 1.7. MONITORING	7	7	7	7	7	7	7	7
8	PROJECT 1.8. MONITORING	8	8	8	8	8	8	8	8
9	PROJECT 1.9. MONITORING	9	9	9	9	9	9	9	9
10	PROJECT 1.10. MONITORING	10	10	10	10	10	10	10	10
11	PROJECT 1.11. MONITORING	11	11	11	11	11	11	11	11
12	PROJECT 1.12. MONITORING	12	12	12	12	12	12	12	12
13	PROJECT 1.13. MONITORING	13	13	13	13	13	13	13	13
14	PROJECT 1.14. MONITORING	14	14	14	14	14	14	14	14
15	PROJECT 1.15. MONITORING	15	15	15	15	15	15	15	15
16	PROJECT 1.16. MONITORING	16	16	16	16	16	16	16	16
17	PROJECT 1.17. MONITORING	17	17	17	17	17	17	17	17
18	PROJECT 1.18. MONITORING	18	18	18	18	18	18	18	18
19	PROJECT 1.19. MONITORING	19	19	19	19	19	19	19	19
20	PROJECT 1.20. MONITORING	20	20	20	20	20	20	20	20
21	PROJECT 1.21. MONITORING	21	21	21	21	21	21	21	21
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95	PROJECT 1.95. MONITORING	95	95	95	95	95	95	95	95
96	PROJECT 1.96. MONITORING	96	96	96	96	96	96	96	96
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98	PROJECT 1.98. MONITORING	98	98	98	98	98	98	98	98
99	PROJECT 1.99. MONITORING	99	99	99	99	99	99	99	99
100	PROJECT 1.100. MONITORING	100	100	100	100	100	100	100	100

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT  
SUN VALLEY PARK GROUNDWATER MONITORING PROGRAM

10/1/71

Sheet 1 of 2

Gravel Program Quarterly Report 1  
Gravel Program Quarterly Report 2  
Gravel Program Quarterly Report 3  
Gravel Program Quarterly Report 4  
Gravel Program Quarterly Report 5  
Gravel Program Quarterly Report 6  
Gravel Program Quarterly Report 7  
Gravel Program Quarterly Report 8  
Gravel Program Quarterly Report 9

Reference Measurement

**EXHIBIT C**  
**PROJECT BUDGET**

## Exhibit C: PROJECT BUDGET

Contract No.: 460003687

## SUN VALLEY PARK GROUNDWATER MONITORING PROGRAM

Table 1 - LOCAL GROUNDWATER ASSISTANCE PROGRAM BUDGET AND PROJECT SUMMARY

Task Description	Completion Date	Match Funds	Grant Funds	Total
<b>Task 1: Construction Bid and Award:</b> <i>Subtask 1.1:</i> Prepare advertising package and necessary information, obtain adoption of Advertise Board Letter, and manage bid period activities <i>Subtask 1.2:</i> Process and evaluate bids, obtain Award Board Letter, and select construction contractor <i>Subtask 1.3:</i> Execute construction agreement and issue Notice to Proceed	4 months from start	8,500 <sup>*a</sup>	0	8,500
<b>Task 2: Construction of Groundwater Monitoring Wells</b> <i>Subtask 2.1:</i> Move-in: Mobilize materials and equipment for construction start <i>Subtask 2.2:</i> Construct groundwater monitoring wells <i>Subtask 2.3:</i> Prepare final report	1.5 months from Task 1 end	0 <sup>*b</sup>	168,831	168,831
<b>Task 3: Construction Administration</b> <i>Subtask 3.1:</i> Provide technical services during the construction period, including periodic visits to project, evaluation of change orders, evaluation and approval of shop drawings, etc. <i>Subtask 3.2:</i> Provide timely reporting of construction progress to respective parties <i>Subtask 3.3:</i> Perform construction inspection	1.5 months from Task 1 end	4,874 <sup>*a</sup>	12,026	16,900 <sup>*c</sup>

Task Description	Completion Date	Match Funds	Grant Funds	Total
<i>Subtask 3.4:</i> Provide the necessary project controls, including document, cost, schedule, and change controls				
<i>Subtask 3.5:</i> Perform administrative actions that systematically documents the construction completion process, obtain project approval from Board, and prepare final accounting documents				
<b>Task 4: Groundwater and Vadose Zone Monitoring</b>	11 months* <sup>e</sup> from Task 2 end	0* <sup>d</sup>	35,143	35,143
<i>Subtask 4.1:</i> Collect data by performing vadose zone and groundwater sampling (6 sampling events per year)				
<i>Subtask 4.2:</i> Analyze the collected data and produce semi-annual monitoring reports, documenting sampling activities and analyses				
<b>Task 5: Performance Measurements</b>	13 months* <sup>e</sup> from subtask 2.1 end	11,800* <sup>a,f</sup>	0	11,800
<i>Subtask 5.1:</i> Maintain monitoring wells and vadose zone monitoring equipment				
<i>Subtask 5.2:</i> Perform necessary quality assurance and quality control measures to assure project performance				
<b>Task 6: Public Outreach and Stakeholder Coordination</b>	19 months* <sup>e</sup> (entire duration)	7,000* <sup>f</sup>	0	7,000
<i>Subtask 6.1:</i> Perform public outreach to inform and educate SFB water users and other stakeholders of the project and importance of basin management				
<i>Subtask 6.2:</i> Disseminate the collected data and ensuing analyses of the data to DWR, project partners, and other stakeholders.				

	Task Description	Completion Date	Match Funds	Grant Funds	Total
Task 7:	Grant Program Quarterly Reports	19 months (entire duration)	1,500 <sup>*a</sup>	4,000	5,500
	Prepare quarterly progress reports on project implementation, including financial status, milestones reached, products completed, and general assessment of overall progress. Draft final report for Contract Manager review and comment. Incorporate comments and submit Final Report. Deliver a final summary presentation to DWR				
		<b>Total</b>	<b>\$ 33,674</b>	<b>\$ 220,000</b>	<b>\$ 253,674</b>

<sup>\*a</sup>

Flood Control District General Funds

<sup>\*b</sup>

Although there are no match funds shown for Construction during the time frame of the grant (10/1/04-5/1/06), the installation of the vadose zone instrumentation will be funded by FCD prior to 10/1/04

<sup>\*c</sup>

Construction Administration equal approximately 10 percent of the total construction cost

<sup>\*d</sup>

Although there are no match funds shown for Groundwater and Vadose Zone Monitoring during the time frame of the grant (10/1/04-5/1/06), FCD will fund the continuance of monitoring for the remainder 50-year life of project after 5/1/06

<sup>\*e</sup>

The noted completion dates are for the purpose of the given grant timeline of 10/1/04-5/1/06. The respective tasks will continue throughout the project life (50-years)

<sup>\*f</sup>

The funding organizations for this task include the FCD and TreePeople (prop 12), City of L.A. Dept. of Water and Power, City of L.A. Dept. of Recreation and Parks, City of L.A. Dept. of Public Works, and ULARA Watermaster

## EXHIBIT D STANDARD CONDITIONS

- D-1 **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D-2 **TIMELINESS:** Time is of the essence in this Grant Agreement.
- D-3 **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request.
- D-4 **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D-5 **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion.

D-6 **ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:**

- a) **Separate Accounting of Grant Disbursement and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- c) **Remittance of Unexpended Funds:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not

needed to pay Eligible Project Costs.

- D-7 **RETENTION:** State shall withhold ten percent (10.0%) of the funds requested by Grantee for reimbursement of Eligible Project Costs until the Project is completed and is accepted by the State.
- D-8 **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D-9 **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D-10 **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D-11 **ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.
- D-12 **TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees, Exhibit H, Travel and Per Diem Expenses.
- D-13 **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D-14 **STATE TO BE HELD HARMLESS:** Grantee agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the Project.
- D-15 **NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

- D-16 **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D-17 **SUIT ON GRANT AGREEMENT:** Each of the parties hereto may sue and be sued with respect to this Grant Agreement.
- D-18 **CLAIMS DISPUTE:** Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D-19 **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D-20 **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D-21 **WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full forces and effect.
- D-22 **TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause upon 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D-23 **TERMINATION FOR CAUSE:** The State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided.
- D-24 **INDEPENDENT CAPACITY:** Grant, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D-25 **INDEMNIFICATION:** Grant agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, resulting from the grant project.
- D-26 **CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

b). **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

D-27 **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

D-28 **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D-29 **NONDISCRIMINATION CLAUSE:** During the performance of this Grant Agreement, Grantee, its contractors and subcontractors shall not deny the Grant Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical handicap, or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Grantee, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*), the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such articles.

Grantee, its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Grant Agreement.

Grantee's signature on this Grant Agreement shall constitute a certification under the penalty of perjury under the laws of State of California that Grantee has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

D-30 **DRUG-FREE WORKPLACE CERTIFICATION**

**Certification of Compliance:** By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
  1. The dangers of drug abuse in the workplace,
  2. Grantee's policy of maintaining a drug-free workplace,
  3. Any available counseling, rehabilitation, and employee assistance programs, and
  4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  1. Will receive a copy of Grantee's drug-free policy statement, and
  2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

**Suspension of Payments:** This Grant Agreement or grant may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:

- a) Grantee, its contractors, or subcontractors have made a false certification, or
- b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted above.

D-31 **UNION ORGANIZING:** Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
- b) Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
- c) Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the grant program.
- d) If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

## EXHIBIT E

### QUARTERLY REPORT FORMAT

Grantee shall use the following outline as a template for Quarterly Reports.

#### E.1. Executive Summary

- a. Provide a brief summary of the items contained in the body of the report.

#### E.2. Report Status

- a. Describe work performed categorized as:
  - i. Legal Matters
  - ii. Engineering Matters
  - iii. Environmental Matters
- b. Describe major accomplishments, such as:
  - i. Task completed
  - ii. Milestones met
  - iii. Meetings held or attended
  - iv. Press release, etc.
- c. Discuss any issues or concerns that may affect the schedule or budget and include recommendations on how to correct the matter(s).
- d. Discuss activities planned for the next reporting period
  - v. Include a description of work to be performed in the next period
  - vi. Issues/concerns that may affect the schedule or budget in the future and how the matter(s) will be addressed

#### E.3 Cost Information

- a. Identify costs incurred during the quarter by Grantee and each subcontractor working on the project. Include hours per task worked on during the quarter for above personnel.
- b. Discuss how the actual budget is progressing in comparison to the latest budget in Exhibit B, Project Budget.
- c. Provide a revised budget, by task, if changed from the latest budget in Exhibit B, Project Budget.
  - vii. Schedule Information
    - a. Provide a project schedule showing actual progress versus planned progress from the latest schedule in Exhibit C, Schedule.
    - b. Discuss how the actual schedule is progressing in comparison to the latest schedule in Exhibit C, Schedule.
    - c. Provide a revised schedule, by task, if changed from the latest schedule in Exhibit C, Schedule.

## EXHIBIT F

### DATA SUBMITTAL REQUIREMENTS

1. Grantee agrees to submit the following data for each well installed under this Agreement. Grantee shall submit this data in electronic format. Grantee agrees to waive the confidentiality provisions of Section 13752 of the California Water Code. State shall make this data available to the public via the DWR web site:
  - a. STATE WELL NUMBER: Each well installed under this Agreement shall have a State Well Number assigned by the local DWR District.
  - b. SITE INFORMATION: The position of each well shall be determined in decimal latitude and longitude to within 20 feet using Global Positioning System (GPS) technology or conventional methods. The vertical elevation of the wellhead (top of casing) and the ground surface at the well shall be determined to within 0.5 feet. GPS data shall be submitted in decimal degrees and the datum shall be specified (i.e. NAD 83).
  - c. WELL CONSTRUCTION: The construction of the well shall be reported in conformance with Section 13751 of the California Water Code. A log of the drilling activities shall be submitted containing information about type of well constructed (i.e., monitoring well), well depth, well construction details, etc., as delineated on DWR Form 188 (Well Completion Report). Copies of any geophysical logs run in the boring or well shall also be submitted.
  - d. GROUNDWATER LEVEL DATA: All measurements of water levels taken in each well shall be transmitted to DWR. Each reported measurement shall consist of the State Well Number, measurement date and time, measuring point elevation, ground surface elevation, distance from measuring point to groundwater surface, and any applicable qualifying codes or remarks about the measurement.
  - e. DURATION OF MONITORING: Water level data shall be collected and reported for the duration and at the frequency specified in Exhibit A, Project Work Plan. Upon completion of the study, Grantee shall continue to submit monitoring data for the life of the well or provide access to DWR personnel to conduct monitoring.
2. Grantee agrees that any reports or studies funded under this Agreement will be provided in an electronic format to State.

**EXHIBIT G**  
**GRANTEE RESOLUTION**

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT  
FUNDS PURSUANT TO THE LOCAL GROUNDWATER MANAGEMENT  
ASSISTANCE ACT OF 2000 (WATER CODE SECTION 10795 ET SEQ.)

WHEREAS, the people of the State of California have enacted the Local Groundwater Management Assistance Act of 2000 (Water Code Section 10795 *et seq.*); and

WHEREAS, the California Department of Water Resources has been delegated the responsibility for the administration of the grant program in its jurisdiction, setting up necessary procedures; and

WHEREAS, said procedures and criteria established by the California Department of Water Resources require the applicant to certify by resolution the designation of an authorized representative to file an application and enter into an agreement for a grant, if the applicant is selected for a grant award or awards, before submission of said application to the California Department of Water Resources; and

WHEREAS, the County of Los Angeles Board of Supervisors certifies through this Resolution that the Los Angeles County Flood Control District, hereinafter referred to as the "FLOOD CONTROL DISTRICT" is authorized to submit applications for grant funds under the program; and

WHEREAS, if the FLOOD CONTROL DISTRICT is selected for a grant award or awards, the Chief Engineer of the FLOOD CONTROL DISTRICT, or his designee, will enter into an agreement with the State of California for the performance of the project or projects as described in the application or applications.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Board of Supervisors of the County of Los Angeles hereby:

1. Approves the filing of applications for local assistance funds from the Local Groundwater Assistance Program under the Local Groundwater Management Assistance Act of 2000 (Water Code Section 10795 *et seq.*), and
2. Approves an exception to the County's Grants Policy and authorizes the Chief Engineer of the FLOOD CONTROL DISTRICT, or his designee, to conduct business with the California Department of Water Resources on any and all matters related to grant.

The foregoing Resolution was on the 20th day of January, 2004, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By *Sylvia J. Villalobos*  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By *LW Pellman*  
Deputy



## EXHIBIT H

### TRAVEL AND PER DIEM EXPENSES

#### I. SHORT-TERM PER DIEM EXPENSES

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

#### Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

#### Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B.1 below.

B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in A.3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
2. Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

## II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

A. Employee maintains a separate residence in the headquarters area:

1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging or \$24.00 in long-term meals.

B. Employee does not maintain a separate residence in headquarters area:

1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging or \$12.00 in long-term meals.

## III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile.

Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

## IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.